

## **EXHIBIT A**

April 15, 2008

Mr. Philip Kovilakath  
MarketShare Corp.  
1940 Deer Park Ave, #154  
Deer Park, NY 11729

Dear Philip,

Pursuant to our discussions, this letter will confirm our mutual understanding regarding certain options granted to your company ("MarketShare Corp.") by Transactis, Inc. (the "Company").

Under a Consulting Agreement between the Company and MarketShare Corp. dated April 1, 2005 (the "Prior Consulting Agreement"), the Company committed to issue to Kovilakath options to purchase equity in the Company under certain conditions, including as compensation for hours worked under the Prior Consulting Agreement (collectively, the "Options"). The parties have separately agreed to a new consulting agreement, dated July 1, 2007 (the "2007 Consulting Agreement") that expressly supersedes the Prior Consulting Agreement, and the parties now desire to formalize the issuance of the Options granted under the Prior Consulting Agreement. Therefore, you and we agree as follows:

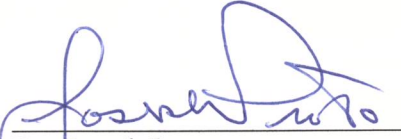
1. Concurrent with the execution of this letter, the Company shall issue to MarketShare Corp. non-qualified stock options to purchase 416,216 shares of the common stock of the Company, at an exercise price of \$0.45, in full satisfaction of all claims to options or other equity compensation under the Prior Consulting Agreement. MarketShare Corp. acknowledges that Company options are subject to dilution upon any financing rounds.
2. All options shall be issued directly to MarketShare Corp. pursuant to a Grant Notice under the Company's equity incentive plan (as in effect from time to time, the attached "Plan") and shall be governed by the terms and conditions of the Plan and the Grant Notice. Notwithstanding any changes or amendments to the terms and conditions of the Plan and the Grant Notice, these options will carry a maximum 10-year exercise period commencing as of the execution date of this letter.
3. MarketShare Corp. agrees to execute the Company's shareholder agreement (set forth in the Plan) when and if any option is exercised in full or in part, and to execute and deliver such further instruments or documents or take such other actions as may be necessary or convenient under the Plan (attached).
4. Except as set forth herein or in the 2007 Consulting Agreement, Kovilakath and MarketShare Corp. hereby waive any and all claims, known or unknown, which they have, may have, or may hereafter assert, arising in connection with the Options or with any equity interest in the Company, whether pursuant to the Prior Consulting Agreement or any other discussions, negotiations, or agreements, whether written or oral.

If this reflects your understanding as well, please countersign this letter, keep a copy for your files, and return one to me.

We are excited about continuing our work together.

Sincerely,

**Transactis, Inc.**

  
By: Joseph Proto  
Chairman and CEO

ACKNOWLEDGED AND AGREED:

**MarketShare Corp.**

  
By: Philip Kovilakath  
Philip Kovilakath, individually